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10 **UNITED STATES DISTRICT COURT**
11 **CENTRAL DISTRICT OF CALIFORNIA**

12 **ROBERT A. MASON, individually**
13 *and on behalf of all others similarly*
14 *situated,*

15 Plaintiffs,

16 v.

17 **SAMSUNG ELECTRONICS**
18 **AMERICA, INC. and SAMSUNG**
19 **ELECTRONICS CO., LTD.,**

20 Defendants.

21 Case No.:

22 **CLASS ACTION COMPLAINT**
23 **FOR:**

1. **BREACH OF IMPLIED**
2. **VIOLATION OF CAL. CIV.**
3. **CODE §§ 1792 *et seq.*; and**
4. **VIOLATION OF 15 U.S.C. §**
5. **2301, *et seq.***
6. **VIOLATION OF CAL. BUS. &**
7. **PROF. CODE §§ 17500, *et seq.*;**
8. **VIOLATION OF CAL. CIV.**
9. **CODE §§ 1750, *et seq.*;**
10. **VIOLATION OF CAL. BUS. &**
11. **PROF. CODE §§ 17200, *et seq.***

24 **JURY TRIAL DEMANDED**

1 Plaintiff Robert A. Mason brings this Class Action Complaint against
 2 Defendants Samsung Electronics America, Inc. and Samsung Electronics Co., Ltd.
 3 (“Samsung” or “Defendants”), individually and on behalf of all others similarly
 4 situated, and complains and alleges upon personal knowledge as to his own acts
 5 and experiences and, as to all other matters, upon information and belief, including
 6 investigation conducted by Plaintiff’s attorneys:

7 **INTRODUCTION**

8 1. Plaintiff brings this action against Samsung on behalf of individuals,
 9 in California, who purchased a defective Samsung electric or gas ranges with front-
 10 mounted burner control knobs that purportedly must be depressed and turned in
 11 ordered to activate the heating element of the range (“Samsung Ranges”).

12 2. Defendants’ Samsung Ranges suffer from an inherent defect that
 13 allows Samsung Ranges to be turned on, despite the burner control knobs not being
 14 depressed and turned, as the instructions in Defendants’ user manual and
 15 international standards require. Accordingly, as Defendants admit, the Samsung
 16 Ranges can be “accidentally turn on cooktop too easily,” causing the substantial
 17 risk of injury to property and person.

18 3. The defective condition of the Samsung Ranges is the result of the
 19 low detent (catch that prevents motion until released) force and tiny distance the
 20 burner control knobs need to travel to be turned to the “on” position, which is
 21 inadequate to prevent unintentional activation. In other words, the ease with which
 22 the knobs can be rotated without resistance fails to prevent the cooktop from being
 23 turned on inadvertently (the “Defect”).

24 4. The Defect renders the Samsung Ranges unsafe and unsuitable for
 25 personal and household use. The Defect has already caused a number of injuries
 26 and property damage, resulting from the inadvertent activation of the Samsung
 27 Ranges.

28 5. Samsung is aware of the Defect and has continued to market,

1 distribute, and retail the Samsung Ranges. Consumers have filed numerous
2 incident reports about the Defect with the U.S. Consumer Product Safety
3 Commission (the “CPSC”), provided reviews detailing the problem to Samsung
4 and its authorized retailers, and filed complaints and warranty claims directly with
5 Samsung. Indeed, Samsung has admitted the problem on its own website and
6 instructed consumers to purchase third-party guards to prevent inadvertent
7 activation of the Samsung Ranges.

8 6. Samsung and its authorized agents and retailers have been unable or
9 unwilling to repair the Defect or offer Plaintiff and Class members a non-defective
10 Samsung Ranges or reimbursement.

11 7. Samsung likely knew of the Defect prior to selling or placing the
12 Samsung Ranges into the stream of commerce such that its failure to comply with
13 these warranty obligations was willful.

14 8. Plaintiff and Class members suffered economic injury as a result of
15 purchasing the Samsung Ranges that have burners that repeatedly and
16 unexpectedly turn on. Such dangerous Ranges do not work as warranted and
17 reasonably excepted and create the unacceptable risk of property damages and
18 injury, rendering the Ranges less valuable than a product that complies with
19 international standards. Samsung failed to remedy this harm, and Samsung earned
20 and continues to earn substantial profits from selling defective Samsung Ranges.

21 **THE PARTIES**

22 9. Plaintiff Robert A. Mason is a citizen and resident of Temecula,
23 California. On or about August 2019, Plaintiff Mason purchased a Samsung range,
24 Model No. NX60A6511SS, from Sears’ online store in Temecula, California.
25 Plaintiff Mason reviewed Samsung marketing materials, including online
26 promotional materials, before he purchased his range. Plaintiff Mason was aware
27 that his Samsung range was covered by a manufacturer’s warranty and relied on
28 this warranty when making his decision to purchase his range. The warranty

1 provides that Samsung warrants against manufacturing defects in materials and
 2 workmanship for one year.

3 10. Plaintiff Mason uses, and at all times has used, his Samsung Range in
 4 a normal and expected manner (*i.e.* for normal household use). Almost
 5 immediately, Plaintiff Mason noted that the burners on his range would
 6 inadvertently activate without the knobs being depressed and turned. Indeed,
 7 Plaintiff's microwave oven is located above his oven, and when the microwave is
 8 used, individuals would often accidentally turn on the middle burner. This was
 9 extremely dangerous, as it would mean that the stove (or at least the gas) could turn
 10 on unknowingly, and at unexpected times.

11 11. Defendant Samsung Electronics Co., Ltd. is a South Korean
 12 multinational corporation located in Seoul, South Korea. Samsung Electronics Co.,
 13 Ltd. designs, manufactures, and distributes the Samsung Ranges for sale in this
 14 jurisdiction. According to samsung.com, Samsung Electronics Co., Ltd.'s "North
 15 America Headquarters" is in Ridgefield Park, New Jersey.

16 12. Defendant Samsung Electronics America, Inc. is a wholly owned
 17 subsidiary of Samsung Electronics Co., Ltd. Samsung Electronics America, Inc. is
 18 a New York corporation with its headquarters in Ridgefield Park, New Jersey.
 19 Samsung Electronics America, Inc. warranties products designed, manufactured,
 20 and distributed by Samsung Electronics Co., Ltd., and it acts as Samsung
 21 Electronics Co., Ltd.'s agent in the processing of warranty claims related to defects
 22 in manufacturing or materials used by Samsung Electronics Co., Ltd. during the
 23 manufacturing process.

24 13. Defendants are in the business of manufacturing, producing,
 25 distributing, and selling consumer appliances, including Samsung Ranges, to
 26 customers throughout the United States, both directly and through its network of
 27 authorized dealers.

28

JURISDICTION AND VENUE

14. This Court has jurisdiction over this action pursuant to 28 U.S.C. § 1332(d) because there are more than 100 Class members, the aggregate amount in controversy exceeds \$5,000,000.00, exclusive of interest, fees and costs and at least one Class member is a citizen of a state different from at least one Defendant.

15. This Court has personal jurisdiction over Defendant because it regularly conducts business in the State of California and this District and has extensive contacts with this forum. Defendant purposefully availed itself to California's jurisdiction and distributes its Samsung Ranges to locations throughout the State.

16. Venue is proper in this District pursuant to 28 U.S.C. § 1391 because substantial part of the events or omissions giving rise to the claims brought by Plaintiffs and the class have occurred in this District and Defendant transacts substantial business in this district.

FACTUAL ALLEGATIONS

A. The Samsung Ranges

17. Samsung markets, distributes, and warrants the Samsung Ranges in California and throughout the United States. These kitchen Ranges combine an oven and a cooktop into one product. The Samsung Range are offered in several different models (including slide-in and free-standing models in gas, electric, induction, and dual fuel) with several different options (including different sizes and finishes). Despite the variance between the different offerings, each of the Samsung Range uses the same mechanism to operate the stovetop burners: a collection of front mounted burner control knobs, which must be depressed and turned to activate.

18. The use of this ‘two-factor mechanism’ for activating a burner (*i.e.* pushing in and turning on the knob) is not arbitrary. It is an important safety feature required by international standards. See Samsung’s Website, at <https://www.samsung.com/us/support/troubleshooting/TSG01203557/> (last visited

1 on June 9, 2022). Accordingly, any range of merchantable quality would require the
 2 same ‘two-factor mechanism’ for activating a burner.

3 19. The User Manual for the Samsung gas and electric Ranges provide
 4 similar instructions for activating the burners:

5 **Lighting a gas surface burner**

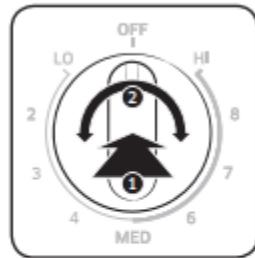
6 Make sure all surface burners are positioned and assembled properly.



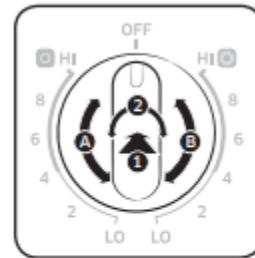
7

8 1. Push in and turn the control knob to the
 9 LITE position. You will hear a “clicking”
 10 sound indicating the electronic ignition
 11 system is working properly.
 12 2. After the surface burner lights, turn the
 13 control knob to adjust the power setting
 14 of the surface burner and turn off the
 15 electronic ignition system.

16 **Surface unit control knob**



17 Single



Dual

18 1. Push the knob in.
 19 2. Turn in either direction to the setting you want.
 20 • Position A : Single burner
 21 • Position B : Dual burner

22 See Samsung User Manuals, available at https://downloadcenter.samsung.com/content/UM/202103/20210308173903855/NX58H5_Series_AA_DG68-00526A-15_EN.pdf and https://downloadcenter.samsung.com/content/UM/202002/20200210164110180/NE59M4310_AA_DG68-00881A-03_EN-MES-CFR.pdf (last visited on July 15, 2022).

23 **B. The Defect**

24 20. Consumers reasonably expect that burners on any kitchen range can
 25 only be activated by intentional and deliberate action. The natural corollary, is that
 26 a reasonable consumer would not expect that burner knobs could be turned with the

1 application of slight accidental pressure. This is particularly true of ranges that use
2 the required ‘push and turn’ method of activation.

3 21. The Samsung Ranges, however, do not meet these reasonably
4 expectations. Instead, the Samsung Ranges have burner knobs that will activate with
5 the smallest application of rotational force, often without the knob being depressed.
6 Accordingly, the slightest bumps caused by individuals or pets brushing against the
7 Samsung Ranges, can inadvertently activate the burners on the Ranges. This
8 problem is compound by the fact that the burner knobs are located on the front of
9 the Ranges, where they are likely to be accidentally touched.

10 22. Soon after the Samsung Ranges were released, consumers lodged
11 complaints about their experiences with the Defect. Hundreds of consumer
12 complaints about the Defect were filed with Defendants and posted online. Samsung
13 continued to market and sell these Ranges without curing the Defect or disclosing
14 its existence to consumers.

15 23. For example, numerous public complaints can be found on the CPSC’s
16 website. These complaints demonstrate both the prevalence of the Defect and its
17 existence across Samsung’s product and model lines. While these complaints are
18 too numerous to list here, examples include:

19 When one is cooking something or leaning against the stove, there is
20 the potential to touch the control knobs and turn the range burners on.
21 The control knobs are in the front of the stove and are super sensitive.
22 The consumer has leaned against the stove while cooking or cleaning
23 the range and unknowingly found the burners on. The consumer also
24 had relatives in her home on different occasions, who boiled water and
25 experienced the same problem. The oven also goes on if the stove is
26 touched in that area. No one has been injured and the range does not
27 appear to be included in a recall.

28 A consumer complaint regarding Samsung Range, model no. NE58K9430SS lodged
29 on 7/15/2020, report no. 20200715-A089D-1996159.

1 On 5 different occasion my range has turned on and started fires. First
2 time it burnt the drying mat I had placed on the stove top. Second time
3 it melted the items in a bag of groceries that I placed on top of the range.
4 Third time on 7/22/21, it scorched a pan that was on top of the stove.
5 Forth time on 9/9/21, there were flames coming from the back left area
6 of the range top. Fifth time on 9/20/21 there were flames from a pizza
7 that was on top of the range. The only damage that has happened so far
8 is the flame marks on the wall that I have repainted over and the
9 discoloration of the stove top. The knob are to sensitive and easily
10 turned on by the slightest touch. My shirt touched the oven controls
11 while cooking and turned the oven on. My kitten has been jumping on
12 the stove and turning the knobs starting the fire. This oven is not safe
13 to have . The last 2 fires have happened during the night and have been
14 woken up to the smoke detectors going off.

15 A consumer complaint regarding Samsung Range, Model No. NE63T8111SG/AA
16 lodged on 9/21/2021, Report No. 20210921-FFCEB-2147360442.

17 The knobs on the stove turn on very easily and move if bumped when
18 they are turned on. Control dashboard is very sensitive and things turn
19 on at the slightest touch, not just with hands. Sometimes you have to
20 unplug the oven to get it to shut off due to malfunctioning control panel.
21 We have had several things burn including fingers on the stove top due
22 to burners coming on.

23 A consumer complaint regarding Samsung Range, Model No. NE63T8111SS/AA
24 lodged on 7/8/2021, Report No. 20210708-59A01-2147363041.

25 The product is a Samsung electric range/oven slide-in model
26 NE58K9430SS. Mine was manufactured in June 2017. I have had
27 multiple issues with a new Samsung electric slide in range. The knobs,
28 which control the stove top burners, do not need to be depressed and
turned to activate the range top. Gently bumping into the burner knobs
or digital screen activates and turns on heating elements. The burners
have been accidentally and unknowingly been turned on by several
people in our home which has resulted in injury and loss of property.
Three incidents that stand out the most are listed. The first was a
babysitter bumped the stove which turned the stove burner on high
resulting in an object burning on the glass stove top. When smoke was
smelled, the babysitter responded quickly and prevented a full kitchen
fire. The second: I bumped a burner knob with my hip which resulted
in the burner being turned on high heat, without my knowledge, ending

1 with my finger being burned. The burner under the glass top was
2 activated while my hand was resting on the glass top. The third: my dog
3 touched the stove digital screen with his nose, in front of me, which
4 then turned on the stove top “warmer” burner. I’ve had to keep my dog
5 away from the stove so he doesn’t accidentally turn on the heating
6 elements. So far he has turned on the self-clean feature, the timer, and
7 the glass top warming element. A simple search online has shown
countless numbers of these incidents. Samsung should repair these
burner knobs so that they must be pushed in and rotated to activate the
burners, just like every other safe range.

8 A consumer complaint regarding Samsung Range, Model No. NE63T8111SS/AA
9 lodged on 7/25/2019, Report No. 20190725-384AE-2147379672.

10 ...The knobs on the front of the stove are very sensitive. If anyone
11 brushes against them, the burners comes on. The touch pad buttons so
12 sensitive. If brush against it, oven has started self cleaning or goes. Had
13 to shut breaker to shut oven off. If starts self cleaning goes on can only
14 stop it by shutting breaker off. Oven goes on also if brush against
15 control pad. Safety issue.P.C. Richard Service came 4/14/21 & said
16 nothing they can do. It is design of the oven. The consumer contacted
the firm on 3/23 to tell them about the sensitivity of the knobs on the
front of the stove.

17 A consumer complaint regarding Samsung Range, Model No. NE58K9430SS
18 lodged on 3/24/2021, Report No. 20210324-4794C-3135681.

19 ...the KNOBS ON THIS MODEL ARE VERY DANGEROUS, and a
20 hazard with children, adults, the elderly and anyone wearing clothing
21 around it/leaning over, brushing up, bumping, leaning, reaching, will
22 turn on the knobs, click, click and twice I actually turned on the jets on
2 burners while reaching into the upper microwave!!!!...

23 A consumer complaint regarding Samsung Range, Model No. NX58M9420SS &
24 NX58H9500WS lodged on 12/29/2018, Report No. 20181229-7152C-2147383509.

25 ... The consumers left their home for 9 hours and when they returned,
26 the front left burner was on the high setting and bright red. The
27 consumer turned the (rotating) control knob to the “off position”. It is
28 unknow how it got turned on. They have experienced the same problem
approximately 3 times in the past. One time, the consumer used the
oven, but not the range burner. She placed the dish from the oven on

1 the range top and within a few minutes, she heard a crackling sound.
2 The dish from the oven was breaking, and it was the result of the range
3 burner being on the “high” setting. The consumer said she did not use
4 that burner that day.9/2021: The consumer called the manufacturer and
5 reported this matter to their rep. (name unknown). The firm called the
6 consumer back, but she was unable to take the call. She followed up
7 with them and found that they had referred her to the Internet for
8 replacement knobs. When the consumer viewed those knobs on the
9 Internet, they were “baby knobs” and she does not want them. The
10 consumer said she cannot keep this range/oven in light of the safety
11 issue. The consumer said that in one of the past instances, someone
12 walked past the knobs, but she is unsure if they may have brushed
13 against the knob or not. Overall, there have been 4 occurrences of this
14 issue.

15 A consumer complaint regarding Samsung Range, Model No. NE58K9430SS
16 lodged on 9/20/2021, Report No. 20210920-A6B84-3447919.

17 24. Based on these complaints, it is clear that all of the Samsung Ranges
18 are uniformly defective. The Defect renders Samsung Ranges unusable for their
19 intended central purpose: safe cooking. Unintentional activation of the Range
20 burners allows them to reach extreme temperatures or leak gas, creating a fire danger
21 and risk of physical injury.

22 25. The Samsung Ranges are inherently defective when they leave the
23 manufacturer’s warehouses. Consumers could not reasonably know about the
24 Defect at the point of sale and could not discover the defect with a reasonable
25 investigation at the time of purchase or delivery because a reasonable inspection by
26 a consumer would not reveal whether the materials of the Samsung Ranges, the
27 design of the Ranges, and/or the manufacturing processes related to the Ranges
28 render them unsafe for normal and expected use.

29 **C. Samsung had Notice of the Defect and Failed to Provide an
30 Adequate Remedy**

31 26. Samsung has had notice of the above Defect. Indeed, Samsung as the
32 designer and manufacturer of the Samsung Ranges, knew or should have known
33

1 about such a core portion of the functionality of their products. But, even if the
 2 Samsung did not know about the Defect before marketing the Samsung Ranges,
 3 consumer complaints would have put Samsung on notice of the existence of the
 4 Defect.

5 27. Indeed, as noted above, numerous public complaints were forwarded to
 6 the CPSC and, in turn, to Defendants. Consumers submitted incident reports about
 7 the Defect to the CPSC as early as 2014. Additionally, Consumers have also
 8 submitted complaints about the Defect directly to Samsung via reviews posted to its
 9 website and complaints lodged through its warranty program.

10 28. Indeed, Samsung even posted on its website that it had knowledge of
 11 the Defect, the fact that its Samsung Ranges did not comply with international safety
 12 standards, and the dangers associated with Defect. In a webpage posted on
 13 Defendant's support website, Samsung concedes that the "Range knobs accidentally
 14 turn on cooktop too easily":



Range knobs accidentally turn on cooktop too easily

15 Although our ranges and some of our cooktops come with a Child Lock feature, this will not
 16 prevent the knobs from turning on the cooktop. This can be particularly dangerous with gas
 17 cooktops. Although all knobs must be made this way to meet international standards, third party
 18 products are available to address this issue.

19
 20
 21 The knobs on Samsung ranges are designed to meet the requirements set by international
 22 standards, which requires a two-factor mechanism. This means two movements are
 23 simultaneously required to turn on an element: pushing in and turning. The knob will not turn
 24 unless force is being applied to push it inwards. All ranges with knobs must meet this standard
 25 and Samsung is no exception.

26 However, there is something you can do. Getting some [cooktop knob covers](#) or locks can protect
 27 your knobs from accidentally being brushed against. Some even offer child-proofing. This is the
 28 option we recommend for those who are concerned that their cooktop may be too easy to
 29 accidentally turn on. If at any point you need to replace the knobs, visit [samsungparts.com](#) to
 purchase replacements.

See Samsung's Website, at <https://www.samsung.com/us/support/troubleshooting/TSG01203557/> (last visited on June 9, 2022).

Related Content



Samsung electric and induction cooktop temperature issues

The way your electric or induction cooktop heats up and retains heat...



Unable to increase or decrease the heat on Samsung cooktop

You may not be able to adjust the power level of the heating...

CONTACT

1 Samsung regarding this problem to no avail. Despite notice of the Defect,
2 Defendants have refused to fix the problem, provide consumers non-defective
3 replacement Ranges, or refund any portion of the costs of the Ranges. Thus,
4 Samsung has failed to cure the defect or replace Plaintiff's and the Class's Samsung
5 Ranges with a non-defective Ranges and offer full compensation required under
6 federal and state law.

7 **CLASS ACTION ALLEGATIONS**

8 30. Plaintiff brings this class action claim under Rule 23 of the Federal
9 Rules of Civil Procedure, on behalf of the following Class:

10 All persons who, in California, during the relevant statute of
11 limitations, purchased one or more Samsung Ranges from Defendant
12 or its authorized retailer sellers.

13 Excluded from the Class are Defendants herein and any person, firm, trust,
14 corporation, or other entity related to or affiliated with any Defendant, as well as any
15 judge, justice or judicial officer presiding over this matter and members of their
16 immediate families and judicial staff.

17 31. Plaintiff reserves the right to amend or modify the Class definition for
18 a class certification motion, or with discovery or investigatory results. This lawsuit
19 is properly brought as a class action for the following reasons.

20 32. The Class is so numerous that joinder of the proposed individual Class
21 members is impracticable. The Class includes thousands of persons geographically
22 dispersed throughout California. The precise number and identities of Class
23 members are unknown to Plaintiff but are known to Samsung and can be ascertained
24 through discovery, namely by using Samsung's records of sales, warranty records,
25 and other information kept by Samsung or by Samsung's agents.

26 33. Plaintiff anticipates no difficulties in managing this litigation as a class
27 action. The Class is ascertainable. There is a well-defined community of interest in
28 the questions of law and fact, since the rights of each Class member was infringed

1 or violated in similar fashion based upon Samsung's misconduct. Notice can be
2 provided via records maintained by Samsung through mailed and electronic notice
3 and publication, the cost of which is properly imposed upon Samsung.

4 34. Questions of law and fact common to the Class exist as to Plaintiff and
5 Class members. These common law and fact questions predominate over any
6 questions affecting only individual Class members in that answering these questions
7 will determine at one time Samsung's liability for the conduct alleged. The common
8 questions of law and fact include:

- 9 a. whether Defendants' Samsung Ranges are defective;
- 10 b. whether Defendants' Samsung Ranges create an unreasonable
safety risk;
- 11 c. whether Defendants' Samsung Ranges are of merchantable
quality;
- 12 d. whether Defendants failed to disclose material facts about the
defect in its Samsung Ranges and when Defendants learned of such material
facts;
- 13 e. whether Defendants made any implied warranties in its sale of
the Samsung Ranges;
- 14 f. whether Defendants breached any implied warranties relating to
its sale of Samsung Ranges;
- 15 g. whether Samsung violated consumer protection laws by selling
defective Samsung Ranges or by failing to disclose the defect;
- 16 h. the appropriate nature of class-wide equitable relief; and
- 17 i. the appropriate measure of restitution and damages to award to
Plaintiff and to the Class.

18 35. Samsung engaged in common conduct establishing the legal rights
19 sought to be enforced by Plaintiff and the Class. Individual questions pale by
20 comparison to the numerous common questions which predominate.

36. Plaintiff's claims are typical of the claims of Class members. The injuries sustained by Plaintiff and the Class flows, in each instance, from a common nucleus of operative facts based on Samsung's conduct, as alleged. Samsung's defenses asserted against Plaintiff's claims likely would be similar to Samsung's defenses asserted against Class members' claims.

37. Plaintiff will fairly and adequately protect Class members' interests. Plaintiff has no interests materially adverse to or that irreconcilably conflict with Class members' interests and Plaintiff has retained counsel with significant experience in prosecuting class actions and complex litigation, and who will vigorously prosecute this action.

38. A Class action is superior to other available methods for the fair and efficient group-wide adjudication of this controversy, and individual joinder of all Class members is impracticable, if not impossible because many Class members are located throughout the United States. The cost to the court system of such individualized litigation would be substantial. Individualized litigation would likewise present the potential for inconsistent or contradictory judgments and would cause significant delay and expense to all parties and multiple courts hearing virtually identical lawsuits. Managing this action as a class action presents few management difficulties, conserves litigant and court resources, protects each Class member's rights, and maximizes their recovery.

39. Samsung has acted on grounds applicable to the entire Class, making final injunctive relief or corresponding declaratory relief appropriate regarding the Class as a whole.

COUNT I
Breach of Implied Warranty
(on behalf of Plaintiff and the Class)

40. Plaintiff incorporates the above allegations by reference as if fully set forth below.

1 41. Plaintiff asserts this count individually and for the proposed Class.

2 42. Samsung and its authorized agents and retailers sold Samsung Ranges
3 to Plaintiff and Class members in the regular course of business.

4 43. Samsung is aware that the Samsung Ranges will be purchased by the
5 end consumer.

6 44. Samsung's authorized retailers act as Samsung's agent for purposes of
7 its sale of the Samsung Ranges. That is that Samsung controlled the marketing and
8 warranties associated with the Samsung Ranges and authorized its retailers to act as
9 their agents for purposes of warranty claims.

10 45. Samsung provided written warranties on its Samsung Ranges, therefore
11 the implied warranty of merchantability cannot be disclaimed.

12 46. Samsung impliedly warranted to Plaintiff and Class members, the
13 Samsung Ranges were of merchantable quality (*i.e.* a product of a high enough
14 quality to make it fit for sale, usable for the purpose it was made, of average worth
15 in the marketplace, or not broken, unworkable, damaged, contaminated or flawed),
16 would pass without objection in the trade or business, and were free from material
17 defects and reasonably fit for the use for which they were intended. Samsung either
18 knew or should have known of the purposes for which such Samsung Ranges are
19 used (*i.e.* to safely cook food within the home), and Samsung should have been
20 aware Plaintiff and the Class members were relying on Samsung's skill and judgment
21 to furnish suitable goods for such purpose.

22 47. Under agreements between Samsung and its authorized agents and
23 resellers, the stores from which Plaintiff and Class members purchased their
24 Samsung Ranges were authorized Samsung retailers. Plaintiff and Class members
25 are third-party beneficiaries of, and substantially benefited from, such contracts.

26 48. Samsung breached its implied warranties by selling Plaintiff and Class
27 members defective Samsung Ranges. The defect renders the Samsung Ranges unfit
28 for their ordinary use and purpose. Samsung has refused to recall, repair or replace,

1 without charge, all Samsung Ranges or their defective component parts or refund
2 the prices paid for defective Ranges.

3 49. Samsung was on notice of the defect from complaints and service
4 requests Samsung admittedly received notice, from repairs and replacements of the
5 Samsung Ranges at issue, through Samsung's own internal testing and
6 investigations, and through governmental reporting.

7 50. Samsung and its authorized service facilities repeated refused to repair
8 or replace the defective Samsung Ranges.

9 51. The defect in the Samsung Ranges existed when the Ranges left
10 Samsung's and Samsung's authorized agents' and resellers' possession and renders
11 the Ranges unfit for their intended use and purpose.

12 52. As a direct and proximate result of Samsung's breach of its implied
13 warranties, Plaintiff and Class members have suffered damages and continue to
14 suffer damages, including economic damages at the point of sale for the difference
15 between the value of the Samsung Ranges as warranted and the value of the Ranges
16 as delivered. Plaintiff and Class members have incurred economic, incidental and
17 consequential damages in the cost of repair or replacement and costs of complying
18 with continued contractual obligations and the cost of buying an additional range
19 they would not have purchased had the Samsung Ranges in question did not contain
20 the non-repairable defect.

21 53. Plaintiff and Class members are entitled to legal and equitable relief
22 against Samsung, including damages, specific performance, rescission, attorneys'
23 fees, costs of suit, and other relief.

24 **COUNT II**

25 **Violation of the Magnuson-Moss Warranty Act, 15 U.S.C. §§ 2301 *et seq.***
26 **(on behalf of Plaintiff and the Class)**

27 54. Plaintiff incorporates the above allegations by reference as if fully set
28 forth below.

1 55. Plaintiff asserts this count individually and for the proposed Class.

2 56. The Samsung Ranges at issue are "consumer products" within the
3 meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(1).

4 57. Plaintiff and Class members are "consumers" within the meaning of the
5 Magnuson-Moss Act, 15 U.S.C. § 2301(3).

6 58. Defendants are a "supplier" and "warrantor" within the meaning of the
7 Magnuson-Moss Act, 15 U.S.C. §§ 2301(4)-(5).

8 59. Defendants issued Plaintiff and Class members a "written warranty"
9 within the meaning of the Magnuson-Moss Act, 15 U.S.C. § 2301(6).

10 60. Samsung warranted to Plaintiff and to Class members the Samsung
11 Ranges were free from defect, were of merchantable quality, and fit for the ordinary
12 and specific purposes for which the Ranges are used.

13 61. Samsung has breached and refused to honor its warranties as the
14 Samsung Ranges are defective and were not as impliedly warranted and failed to
15 perform as reasonably expected.

16 62. Plaintiff has asserted a valid breach of implied warranty claim as set out
17 in Count I above.

18 63. Samsung has breached and refused to honor its warranties. Due to the
19 Defect, the Samsung Ranges were not as impliedly warranted, and failed to perform
20 as reasonably expected.

21 64. Defendants have been afforded a reasonable opportunity to cure its
22 breach of warranty. Defendants have been provided ample notice of the Defect
23 experienced by both Plaintiff and Class members but has failed to remedy the
24 situation.

25 65. As a direct and proximate result of Defendants' conduct, Plaintiff and
26 the Class have suffered injury and damages in an amount to be determined. Plaintiff
27 and the Class are entitled to recover damages, consequential damages, specific
28 performance, diminution in value, rescission, attorneys' fees and costs, and other

1 relief as authorized by law.

2 **COUNT III**

3 **Song-Beverly Warranty Act, California Civil Code §§ 1792 *et seq.***
4 **(on behalf of Plaintiff and the Class)**

5 66. Plaintiff incorporates the above allegations by reference as if fully set
6 forth below.

7 67. Plaintiff asserts this count individually and for the proposed Class.

8 68. Under the Song-Beverly Consumer Warranty Act, California Civil
9 Code §§ 1792 *et seq.*, every sale of consumer goods in California is accompanied by
10 both a manufacturer's and retail seller's implied warranty that the goods are
11 merchantable and accompanied by an implied warranty of fitness.

12 69. Plaintiff and Class members each purchased one or more Samsung
13 Ranges at retail stores in California, which are "consumer goods" within the meaning
14 of California Civil Code § 1791(a).

15 70. Samsung manufactures and sells Samsung Ranges to retail buyers, and
16 therefore Samsung is a "manufacturer" and "seller" within the meaning of California
17 Civil Code § 1791.

18 71. Samsung provided express warranties and Samsung impliedly
19 warranted to Plaintiff and Class members the Samsung Ranges were of merchantable
20 quality, would pass without objection in the trade or industry, and were fit for the
21 ordinary purposes for which the Ranges are used.

22 72. Samsung has breached both its implied warranties because the
23 Samsung Ranges sold to Plaintiff and Class members were not of the same quality
24 as those acceptable in the trade and were not fit for the ordinary purposes for which
25 such goods are used, in that the Ranges had a Defect that made them fundamentally
26 unsafe.

27 73. As Samsung or its representatives and retail sellers will not repair these
28 Samsung Ranges to conform to the warranties after a reasonable number of attempts,

1 Samsung must replace the Samsung Ranges with non-defective Ranges or reimburse
2 the buyers for the purchase price of such Ranges. Samsung has failed to do so. Such
3 failure to comply with these statutory warranty obligations was willful.

4 74. As a direct and proximate cause of Samsung's breach of the Song-
5 Beverly Act, Plaintiff and Class members sustained damages and other losses in an
6 amount to be determined entitling them to compensatory damages, consequential
7 damages, statutory damages and civil penalties, diminution in value, costs, attorneys'
8 fees and interest.

9

10 **COUNT IV**
11 **Violation of CAL. BUS. & PROF. CODE §§ 17500, *et seq.***
12 **Untrue, Misleading and Deceptive Advertising**
13 **(on behalf of Plaintiff and the Class)**

14 75. Plaintiff incorporates the above allegations by reference as if fully set
15 forth below.

16 76. Plaintiff asserts this count individually and for the proposed Class.

17 77. At all material times, Defendants engaged in a scheme of offering its
18 Samsung Ranges for sale to Plaintiff, and other members of the Class, by way of,
19 *inter alia*, commercial marketing and advertising, internet content, product
20 packaging, and other promotional materials.

21 78. These materials, advertisements and other inducements misrepresented
22 and/or omitted the true benefits of Defendants' Samsung Ranges as alleged herein.
23 Indeed, Defendant omitted material information regarding the Defect and, therefore,
24 the safety of the Samsung Ranges.

25 79. Defendant's advertisements and other inducements come within the
26 definition of advertising as contained in CAL. BUS. PROF. CODE §§ 17500, *et seq.*, in
27 that such promotional materials were intended as inducements to purchase
28 Defendants' Samsung Ranges and are statements disseminated by Defendants to
Plaintiff and other members of the Class in California.

80. Defendants knew, or in the exercise of reasonable care should have known, that the statements regarding its Samsung Ranges were misleading and/or deceptive.

81. Consumers, including Plaintiff and members of the Class, necessarily and reasonably relied on Defendant's statements regarding the Samsung Ranges. Consumers, including Plaintiffs and members of the Class, were among the intended targets of such representations.

82. The above acts of Defendants, in disseminating said misleading and deceptive statements throughout the State of California, including Plaintiffs and members of the Class, were and are likely to deceive reasonable consumers by obfuscating the true nature Samsung Ranges and the Defect, and thus were violations of CAL. BUS. PROF. CODE §§ 17500, *et seq.*

83. Plaintiffs and Class members were harmed and suffered injury as a result of Defendant's violations of the CAL. BUS. PROF. CODE §§ 17500, *et seq.* Defendant has been unjustly enriched at the expense of Plaintiffs and the members of the Class.

84. Accordingly, Plaintiff and members of the Class seek injunctive relief prohibiting Defendants from continuing these wrongful practices and forcing Defendants to repair the Defect, and/or such other equitable relief, including full restitution of all improper revenues and ill-gotten profits derived from Defendants' wrongful conduct to the fullest extent permitted by law.

COUNT V

Violation of CAL. CIV. CODE §§ 1750, *et seq.*
**Misrepresentation of a Product's standard, quality,
sponsorship, approval, and/or certification
(on behalf of Plaintiff and the Class)**

85. Plaintiff incorporates the above allegations by reference as if fully set forth below.

86. Plaintiff asserts this count individually and for the proposed Class.

1 87. Defendants' Samsung Ranges are a "good" as defined by California
2 Civil Code §1761(a).

3 88. Defendants are a "person" as defined by California Civil Code
4 §1761(c).

5 89. Plaintiff and Class members are "consumers" within the meaning of
6 California Civil Code §1761(d) because they purchased their Samsung Ranges for
7 personal, family or household use.

8 90. The sale of Defendants' Samsung Ranges to Plaintiff and Class
9 members is "transaction" as defined by California Civil Code §1761(e).

10 91. By not disclosing the Defect in the Samsung Ranges, Defendant
11 violated California Civil Code §§ 1770(a)(2), (5), (7) and (9), as it misrepresented
12 the standard, quality, sponsorship, approval, and/or certification of its Samsung
13 Ranges.

14 92. As a result of Defendants' conduct, Plaintiff and Class members were
15 harmed and suffered actual damages as a result of Defendants' unfair competition
16 and deceptive acts and practices. Had Defendant disclosed the true nature for the
17 Defect, Plaintiff and the Class would not have been misled into purchasing
18 Defendant's Samsung Ranges, or, alternatively, pay significantly less for them.

19 93. Plaintiff, on behalf of himself and all other similarly situated California
20 consumers, and as appropriate, on behalf of the general public of the state of
21 California, seeks injunctive relief prohibiting Defendants continuing these unlawful
22 practices pursuant to California Civil Code § 1782(a)(2).

23 94. Plaintiff provided Defendants with notice of its alleged violations of the
24 CLRA pursuant to California Civil Code § 1782(a) *via* certified mail, demanding
25 that Defendant correct such violations.

26 95. If Defendants fail to respond to Plaintiff's CLRA notice within 30 days,
27 Plaintiff may amend this Complaint to seek all available damages under the CLRA
28 for all violations complained of herein, including, but not limited to, statutory

1 damages, punitive damages, attorney's fees and cost and any other relief that the
2 Court deems proper.

3 **COUNT VI**

4 **Violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.* -**
5 **Unlawful Business Acts and Practices**
6 **(on behalf of Plaintiff and the Class)**

7 96. Plaintiff incorporates the above allegations by reference as if fully set
forth below.

8 97. Plaintiff asserts this count individually and for the proposed Class.

9 98. The California Civil Code § 1770(a)(2), (5), (7) and (9) prohibits
10 mislabeling food misrepresenting the standard, quality, sponsorship, approval,
11 and/or certification of a product, as noted in above.

12 99. The business practices alleged above are unlawful under Business and
13 Professional Code §§ 17500, *et seq.*, California Civil Code §§ 1770(a)(2), (5), (7)
14 and (9), each of which forbids the untrue, fraudulent, deceptive, and/or misleading
15 marketing, advertisement, packaging and labelling of products.

16 100. Additionally, the business practices alleged herein violate the UCC,
17 Magnuson-Moss Warranty Act, and Song-Beverly Warranty Act.

18 101. Accordingly, Plaintiff and members of the Class seek injunctive relief
19 prohibiting Defendants from continuing these wrongful practices and forcing
20 Defendants to repair the Defect, and/or such other equitable relief, including full
21 restitution of all improper revenues and ill-gotten profits derived from Defendants'
22 wrongful conduct to the fullest extent permitted by law.

23 **COUNT VII**

24 **Violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.* -**
25 **Unfair Business Acts and Practices**
26 **(on behalf of Plaintiff and the Class)**

27 102. Plaintiff incorporates the above allegations by reference as if fully set
forth below.

28 103. Plaintiff asserts this count individually and for the proposed Class.

1 104. Plaintiff and other members of the Class who purchased Defendants' 2 Samsung Ranges suffered a substantial injury by virtue of buying a product that had 3 the Defect. Had Plaintiff and members of the Class known that Defendants' 4 marketing materials, advertisement and other inducements misrepresented and/or 5 omitted the true nature of the Defect and the Samsung Ranges, they would not have 6 purchased said products.

7 105. Defendants' actions alleged herein violate the laws and public policies 8 of California and the federal government, as set out preceding paragraphs of this 9 Complaint.

10 106. There is no benefit to consumers or competition by allowing 11 Defendants to deceptively market and advertise its Samsung Ranges and placing 12 such Ranges into commerce with the Defect.

13 107. Plaintiff and Class members who purchased Defendants' Samsung 14 Ranges had no way of reasonably knowing that these products were deceptively 15 marketed and advertised. Thus, Class members could not have reasonably avoided 16 the injury they suffered.

17 108. The gravity of the harm suffered by Plaintiff and Class members who 18 purchased Defendants' Samsung Ranges outweighs any legitimate justification, 19 motive or reason for marketing, advertising, packaging, and labeling the Samsung 20 Ranges in a deceptive and misleading manner Ranges and placing into commerce 21 Ranges with the Defect. Accordingly, Defendants' actions are immoral, unethical, 22 unscrupulous and offend the established public policies as set out in federal and state 23 law and is substantially injurious to Plaintiff and members of the Class.

24 109. Accordingly, Plaintiff and members of the Class seek injunctive relief 25 prohibiting Defendants from continuing these wrongful practices and forcing 26 Defendants to repair the Defect, and/or such other equitable relief, including full 27 restitution of all improper revenues and ill-gotten profits derived from Defendants' 28 wrongful conduct to the fullest extent permitted by law.

COUNT VIII
Violation of CAL. BUS. & PROF. CODE §§ 17200, *et seq.* -
Fraudulent Business Acts and Practices
(on behalf of Plaintiff and the Class)

110. Plaintiff incorporates the above allegations by reference as if fully set forth below.

111. Plaintiff asserts this count individually and for the proposed Class.

112. At all material times, Defendants engaged in a scheme of offering its Samsung Ranges for sale to Plaintiff, and other members of the Class, by way of, *inter alia*, commercial marketing and advertising, internet content, product packaging and other promotional materials.

113. These materials, advertisements and other inducements misrepresented and/or omitted the true nature of Defendants' Samsung Ranges as alleged herein. Indeed, Defendant omitted material information regarding the Defect and, therefore, the safety of the Samsung Ranges.

114. Defendant knew, or in the exercise of reasonable care should have known, that the statements regarding its Samsung Ranges were misleading and/or deceptive.

115. Consumers, including Plaintiff and members of the Class, necessarily and reasonably relied on Defendant's statements regarding the Samsung Ranges. Consumers, including Plaintiffs and members of the Class, were among the intended targets of such representations.

116. The above acts of Defendants, in disseminating said misleading and deceptive statements throughout the State of California, including Plaintiffs and members of the Class, were and are likely to deceive reasonable consumers by obfuscating the true nature Samsung Ranges and the Defect, and thus were violations of the fraudulent prong of CAL. BUS. PROF. CODE § 17200.

117. Plaintiffs and Class members were harmed and suffered injury as a result of Defendant's violations of the CAL. BUS. PROF. CODE §§ 17200, *et seq.*

Defendant has been unjustly enriched at the expense of Plaintiffs and the members of the Class.

118. Accordingly, Plaintiff and members of the Class seek injunctive relief prohibiting Defendants from continuing these wrongful practices and forcing Defendants to repair the Defect, and/or such other equitable relief, including full restitution of all improper revenues and ill-gotten profits derived from Defendants' wrongful conduct to the fullest extent permitted by law.

PRAYER FOR RELIEF

WHEREFORE, Plaintiffs, individually and on behalf of a class of all others similarly situated, seek a judgment against Defendant, as follows:

- a. For an order certifying the Classes under Rule 23 of the Federal Rules of Civil Procedure and naming Plaintiff as Class representative and Plaintiffs' attorneys as Class Counsel;
- b. For an order declaring that Defendant's conduct violates the statutes referenced herein;
- c. For an order finding in favor of Plaintiffs and the Classes on all counts asserted herein;
- d. For compensatory, statutory, and punitive damages, as applicable, in amounts to be determined by the Court and/or jury;
- e. For prejudgment interest on all amounts awarded;
- f. For an order of restitution and all other forms of equitable monetary relief;
- g. For injunctive relief as pleaded or as the Court may deem proper; and
- h. For an order awarding Plaintiffs and the Classes their reasonable attorneys' fees, expenses, and costs incurred in bringing this lawsuit.

JURY TRIAL DEMANDED

Pursuant to Federal Rule of Civil Procedure 38(b), Plaintiffs demand a trial by jury of any and all issues in this action so triable as of right.

1 Dated: July 18, 2022

Respectfully submitted,

2 /s/ Trenton R. Kashima

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19 **Pro Hac Vice* Application Forthcoming

20 *Attorneys for Plaintiffs and the Class*